



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • TTY: 323.838.7449 • [www.lacdc.org](http://www.lacdc.org)



**Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich**  
Commissioners

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 15, 2011

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

1-D November 15, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE AGREEMENT WITH CALIFORNIA DEPARTMENT OF MOTOR VEHICLES FOR THE  
TRAFFIC VIOLATOR SCHOOL MONITORING PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter recommends approval of a two-year agreement between the Community Development Commission (Commission) and the California Department of Motor Vehicles (DMV) for the Traffic Violator School Monitoring Program. The DMV has selected the Commission to conduct oversight and monitoring services for traffic violator schools in Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Executive Director or his designee to negotiate and execute a two-year Agreement between the Commission and the DMV for traffic violator school oversight and monitoring services, to be performed by the Commission's Traffic Violator School Monitoring Program (TVSM Program), to be effective on December 1, 2011 or upon execution by all parties, whichever is later. The maximum reimbursement to the Commission for this two-year agreement shall not exceed \$494,688.
2. Authorize the Executive Director or his designee to accept and incorporate up to \$247,344 into the Commission's approved Fiscal Year 2011-2012 budget.
3. Authorize the Executive Director or his designee to execute any amendments pursuant to the Agreement, following approval as to form by County Counsel.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to approve an Agreement and any amendments with the DMV for traffic violator school oversight and monitoring services performed by the Commission's TVSM Program.

## **FISCAL IMPACT/FINANCING**

There is no County cost involved in the approval of this action. The DMV will pay a per item rate to the Commission monthly, on a reimbursement basis, for providing oversight of classroom instruction and review of traffic violator school business offices, branch offices and business records. A total of \$247,344 will be incorporated into the Commission's approved Fiscal Year 2011-2012 budget. Funds for future years will be included in the Commission's annual budget process.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Commission has been administering the TVSM Program since 1997. The TVSM Program monitors operations, business office practices, and investigates consumer complaints regarding traffic schools in Los Angeles County, to ensure that traffic schools meet the applicable codes and regulations (e.g. California Vehicle Code, California Code of Regulations). The TVSM Program monitors 133 DMV-licensed traffic violator schools offering classroom instruction at 664 locations, under a three-party agreement between the Commission, the County, and the Superior Court.

In September 2010, Assembly Bill 2499 was signed into law, transferring traffic violator school oversight authority from the Superior Court to the DMV. In August 2011, the DMV released a request for proposals to contract out various monitoring responsibilities. In response to our proposal, the Commission was offered a contract for oversight of classroom instruction throughout Los Angeles County, as well as business offices for both classroom and home study programs. The Agreement between the DMV and the Commission will be effective on December 1, 2011 or upon execution by all parties, whichever is later, for a term of two years.

The Agreement stipulates that the Commission agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Commission in the performance of the Agreement. This indemnification provision has been reviewed by County Counsel, and is subject to final negotiations between the Commission and the State, and approval by Commission Risk Management.

In addition, since this is a State agreement whereupon the Commission will be providing services to the State, the standard terms and conditions the Commission has in its agreements will not be in this State agreement.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Agreement will allow the Commission's TVSM program to continue providing its high level of code enforcement and customer service to the communities in the County.

The Honorable Board of Supervisors

11/15/2011

Page 3

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:jp

Enclosures

## DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION  
P.O. BOX 932382  
SACRAMENTO, CA 94232-3820



October 11, 2011

Community Development Commission of The County of Los Angeles  
ATTN: Sean Rogan  
2 Coral Circle  
Monterey Park, CA 91755

RE: Agreement # 11-162

- ☐ This is to inform you that the Department of Motor Vehicles has awarded the above referenced agreement to you.
- ☒ Please complete, sign and return the following chosen items for further processing. All items must be returned to the DMV no later than twenty (20) calendar days from the date of this letter.
- |  |  |
|--|--|
| <input type="radio"/> Payee Data Record (Std 204)        | <input type="radio"/> Payment Bond           |
| <input type="radio"/> Fictitious Business Name Statement | <input type="radio"/> Noncollusion Affidavit |
| <input checked="" type="radio"/> Worker's Compensation   | <input type="radio"/> Darfur Certification   |
- ☒ Sign, date and return page 1 of the Certification Clauses, available at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language). If you do not have internet capabilities, you may request a hard copy by calling (916) 657-6972.
- ☒ Review, sign, (also print name and title where indicated), date and return BOTH copies of the attached agreement. When fully approved, an original copy will be sent to you.
- ☒ Proof of Insurance must be submitted (**see enclosed sample for compliance**).
- ☐ Review and initial the change(s) on all copies of the agreement, as indicated.
- ☐ If this amendment is for a name change, please do not invoice DMV in the new name until the amendment is fully approved.
- ☐
- ☐

Please return to :

Department of Motor Vehicles  
Contract Services Section  
2415 First Avenue, MS E112  
Sacramento, CA 95818-2606

You should receive your copy of the fully executed agreement within the next 2 - 6 weeks. You are advised not to begin services until you receive the fully signed and approved agreement. Services provided prior to full execution of an agreement and or amendment(s) may be viewed as work performed at your own risk and at your own expense. For questions call (916) 657-6972.  
Thank You,

Cindy Huynh  
Contract Administrator

Enclosures

cc: File

1. This Agreement is entered into between the State Agency and the Contractor named below:  
STATE AGENCY'S NAME **Department of Motor Vehicles**  
CONTRACTOR'S NAME **Community Development Commission of The County of Los Angeles**
2. The term of this Agreement is: **12/1/2011 or upon contract approval, whichever occurs later, through 11/30/2013, and no work shall begin until this time**
3. The maximum amount of this Agreement is: **\$494,688.40**  
**Four Hundred Ninety Four Thousand, Six Hundred Eighty Eight Dollars and Forty cents.**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:
- |  |   |
|--|---|
| Exhibit A - Scope of Work                        | <u>5</u> Page(s)                                |
| Exhibit B - Budget Detail and Payment Provisions | <u>3</u> Page(s)                                |
| * Exhibit C - General Terms and Conditions       | <u>GTC610, June 9, 2010</u><br>(Number) (Dated) |
| Exhibit D - Special Terms and Conditions         | <u>3</u> Page(s)                                |
| Exhibit E - Additional Provisions                | <u>3</u> Page(s)                                |
| Exhibit F - TVS Area Breakdown                   | <u>1</u> Page(s)                                |
| Exhibit G - Resumes                              | <u>9</u> Page(s)                                |

\* Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Community Development Commission of The County of Los Angeles**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**2 Coral Circle, Monterey Park, CA 91755**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Motor Vehicles**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**LYNNEMARIE LEMA, Contract Manager**

ADDRESS

**2415 First Avenue, MS E112, Sacramento, CA 95818-2606**

*California Department of General  
Services Use Only*

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**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Community Development Commission of The County of Los Angeles**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**2 Coral Circle, Monterey Park, CA 91755**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Motor Vehicles**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**LYNNEMARIE LEMA, Contract Manager**

ADDRESS

**2415 First Avenue, MS E112, Sacramento, CA 95818-2606**

*California Department of General  
Services Use Only*

## EXHIBIT A

### SCOPE OF WORK

1. Community Development Commission of The County of Los Angeles, hereafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) all labor, materials, tools, and equipment necessary for Contractor provided and supported oversight of Traffic Violator School (TVS) classroom instruction and ongoing review of Traffic Violator School (TVS) business offices and branch business offices as specified herein. The services shall be performed at various locations listed in Exhibit F.
2. The contractor is responsible for providing their own physical work site for receipt and storage of work documents throughout the term of the Agreement.
3. Normal DMV business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state holidays. Contractor must be available to meet with the DMV Project Manager with 24-hours notice.
4. The Project Managers during the term of this Agreement will be:

#### Department of Motor Vehicles

Name: Kathy Kelly  
Phone: (916) 657-5566  
Fax: (916) 657-8136  
Email: Kathy.Kelly@dmv.ca.gov

Name: Mary Garcia  
Phone: (916) 657-7464  
Fax: (916) 657-7984  
Email: Mary.Garcia@dmv.ca.gov

#### Community Development Commission of The County of Los Angeles

Name: Frank Medina  
Phone: (323) 890-7450  
Fax: (323) 838-7400  
Email: Frank.Medina@lacdc.org

5. The Contract Administrators for this Agreement will be:

#### Department of Motor Vehicles

Name: Cindy Huynh  
Address: 2415 First Ave. MS E112  
Sacramento, CA 95818  
Phone: (916) 657-6972  
Fax: (916) 657-2387  
Email: Cindy.huynh@dmv.ca.gov

#### Community Development Commission of The County of Los Angeles

Name: Sean Rogan - Executive Director  
Address: 2 Coral Circle  
Monterey Park, CA 91755  
Phone: (323) 890-7450  
Fax: (323) 838-7400  
Email: Frank.Medina@lacdc.org

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6. Detailed description of work to be performed.

**A. DEPARTMENT'S (DMV) RESPONSIBILITIES**

- (1) Prescribe standardized review forms for business reviews, phone and web monitoring, and classroom instruction. The department reserves the right to modify the forms on an annual basis.
- (2) Provide current list of schools that have indicated that classroom schedules will be posted on a web site.
- (3) The DMV Project Manager is responsible for overseeing the contractor's performance, completion of requested services, approval of deliverables for payment of services, and to whom all communication relative to these services shall be addressed.

**B. CONTRACTOR'S RESPONSIBILITIES**

**(1) Business Reviews**

- A. Contractor shall conduct annual reviews for the entire contracted area within twelve (12) months of execution of the contract, and annually thereafter. All reviews shall be invoiced to the DMV by the 15th day of the month following the month of review. The contractor shall perform a review of a school's established place of business and/or any branch business locations located within the contracted area once every year.
- B. The contractor shall send a notice at least two (2) weeks in advance to the school providing it with the date and time for the review, except as noted below. The contractor shall:
  1. Retain one (1) copy of the notice for future reference; and,
  2. Send one (1) copy of the notice to the DMV with the review report.
- C. The contractor shall conduct annual business review during regular business hours without prior notice on 10 percent of the schools as chosen by the contractor.
- D. The Owner or Operator must sign the review form. If the Owner or Operator is not available for signature, the review form shall be mailed within five (5) business days to the business owner.
- E. The contractor shall utilize the review form prescribed by the department. Upon completion of the review, the contractor shall:
  1. Provide one (1) copy to the school immediately following the review or as prescribed above.
  2. Provide one (1) copy to DMV with the invoice.
  3. Retain one (1) copy for its business records.
- F. If violations are identified during the review, the review report form shall clearly identify the violations. The contractor shall serve the business with notice of the violations identified and require the necessary corrections to be completed within ten (10) business days.
  1. The contractor shall conduct a second business review no earlier than fifteen (15) business days after the date of the report and no later than twenty (20) business days after the date of the report.



2. If a critical issue, as identified by the department, is identified, the contractor shall fax a copy of the report to the department within forty-eight (48) hours.
- G. Upon DMV request, the contractor shall complete a drop in review with no advance notice to the business.
- H. The contractor shall not conduct more than one business review for a school within ninety (90) days unless directed to do so by the department.

**(2) Telephone Monitoring and Website Review**

- A. The contractor shall conduct a telephone review of all established places of business and/or any branch locations located within the contracted area each year.
- B. If the caller is referred to a website for additional information or class schedules, the contractor shall review the website to ensure that the class schedule is available and that there are no false claims or inappropriate advertising.
- C. The DMV will provide the contractor with a list of schools that have indicated that their classroom schedule is online. The contractor shall review the website to ensure that the class schedule is available and that there are no false claims or inappropriate advertising.
- D. The contractor shall use the review form prescribed by the department to determine if the school is in compliance with regulations. Upon completion of the review, the contractor shall:
  1. Mail one (1) copy to the school within five (5) days of the review.
  2. Mail one (1) copy to the DMV with the invoice.
  3. And retain one (1) copy for its records.
- E. If violations are identified during the review, the review report form shall clearly identify the violations. The contractor shall:
  1. Serve the business with notice of the issues discovered requiring the necessary corrections to be made within fifteen (15) business days.
  2. Conduct a second business review no earlier than twenty (20) business days after the date of the report and no later than thirty (30) business days after the date of the report.
- F. If a critical issue, as identified by the department, is identified, the contractor shall fax a copy of the report to the department within forty-eight (48) hours.

**(3) Routine Monitoring of Classroom Instruction**

- A. The contractor shall conduct two (2) routine monitoring visits for each TVS in each city within the contracted area. A TVS with more than one (1) licensed classroom location in the same city shall have two (2) different classroom locations monitored each year.
- B. Routine monitoring of classroom instruction shall be a two (2) hour visit.
- C. The contractor shall vary the time of monitoring as follows:
  1. 25 percent of the monitoring shall be the first two (2) hours of class.
  2. 25 percent of the monitoring shall be in the middle of the class.
  3. 25 percent of the monitoring shall be in the last two (2) hours of class.
  4. 25 percent of the monitoring shall be at the contractor's discretion.

- D. Classroom monitoring can be extended to up to eight (8) hours or the remainder of the class time if violations are identified in the first two-hour visit.
- E. The contractor shall have the Instructor sign the monitoring report form at the time the monitoring is conducted.
- F. The contractor shall utilize the monitoring report form prescribed by the department. Upon completion of the monitoring, the contractor shall:
  - 1. Provide one (1) copy to the instructor immediately after signing.
  - 2. Provide one (1) copy to the school by mail within five (5) business days of monitoring.
  - 3. Provide one (1) copy to the DMV with the invoice.
  - 4. Retain one (1) copy for its business records.
- G. If critical issues, as identified by the department, are identified, the contractor shall fax a copy of the report to the department within forty-eight (48) hours.
- H. The contractor shall not conduct a routine monitoring more than once for a school's city/location within a ninety (90) day period.

**(4) Subterfuge Monitoring**

- A. The contractor shall conduct subterfuge monitoring of a licensed classroom location upon request of the DMV. The DMV may request up to 25 percent of the licensed classrooms within the contracted area to be monitored in this fashion.
- B. The contractor or authorized employee shall sign up for the course as if a student to determine if the course is compliant with all applicable regulations and meets departmental standards. The contractor/student shall complete the entire course, but must deliberately provide all wrong answers on the final exam. In no case shall the contractor or its representative "pass" the course so as to generate a completion of the course, unless directed by the department to do so.
- C. At the completion of the course, the contractor shall complete a monitoring form as prescribed by the department, and specifically include whether the school complied with regulations related to conduct of the final exam and process/procedures for a second test.
- D. Upon completion of the monitoring form, the contractor shall provide one copy to the school, by mail within five (5) business days, only if the result is other than satisfactory, one copy to the DMV with the invoice along with a copy of receipt of payment for the class, and retain one copy for its records.

**(5) Classroom Use Verification**

- A. The contractor shall:
  - 1. Conduct a quarterly review of classroom usage to identify any licensed classroom location in which a TVS class has not been held, based on TVS schedules or TVS completion data.
  - 2. Notify a school of a preliminary determination of non-use, allowing 10 days for a response from the school to verify use of the classroom in compliance with Section 345.40 of Title 13, California Code of Regulations.
  - 3. No later than 30 days after the end of a quarter, submit a report to DMV on the form prescribed by DMV, identifying any classroom that did not meet the usage requirement in Section 345.40 of Title 13, California Code of Regulations.

**(6) Records Retention and Disclosure Requirements**

- A. A record is defined as either an electronic or hard copy record that is created or maintained by the contractor. All records received from the department, all records received from the TVS, and all records created on behalf of the department for the purposes of this contract, are the property of the department.
- B. The contractor and its employees shall not use, disseminate, alter, damage, delete, destroy, sell, or copy, whether intentionally or negligently, department records except as provided for in this statement of work. Such actions may result in civil or criminal prosecution and may be punishable by fine and imprisonment.
- C. The contractor shall store both electronic and hard copy records only for the purpose authorized in the contract. All records shall be retained for one year, except for curriculum approval documentation, and then confidentially destroyed. Documentation of curriculum approval shall be retained until superseded.
- D. The contractor shall surrender all records to the department no later than seven (7) days after termination and thirty (30) days after expiration or upon voluntary closure of this contract.

**(7) Staff Conduct**

- A. All staff must conduct themselves in a professional manner. The manner of dress for staff conducting monitoring shall be professional in appearance.
- B. All business monitors shall identify themselves to the Owner/Operator of the business upon arrival at the business office. All classroom monitors shall identify themselves to the Instructor upon arrival in the classroom, unless it is a subterfuge monitoring visit. Identification shall be in the form of a company business card.
- C. All monitors must be knowledgeable in the use of and be provided with equipment that may be needed to conduct the monitoring, and will include, flashlights, tape measures, and clipboards.

The remainder of this page is intentionally left blank.

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISION****1. Invoice and Payment**

For services satisfactorily rendered in conformity with the work specified in Exhibit A, the DMV agrees to compensate the Contractor at the rates shown on the Attachment 3 Cost Sheet, all taxes included, in arrears. The total compensation for all services performed under this Agreement shall not exceed **\$494,688.40**. Contractor costs related to items such as travel and per diem are costs of the Contractor. DMV shall not pay for such costs as part of this contract nor as a separate item.

Invoices are to be submitted no more frequently than monthly, by the 15<sup>th</sup> of the month following services rendered. The invoices shall include the following:

- a. The Agreement Number;
- b. The documents indicated in the chart below; and
- c. A summary spreadsheet indicating volumes for each activity type.

To ensure prompt payment, submit invoices to:

Department of Motor Vehicles  
Occupational Licensing Compliance Program, ATTN: Alan Sutocky  
8243 Demetre Way, MS: L224  
Sacramento, CA 95828  
(916) 229-4246 or 229-3154

**INVOICE DOCUMENTS:**

<b>ACTIVITY-OVERSIGHT OF TVS BUSINESS</b>	<b>REQUIRED DOCUMENTS FOR INVOICE</b>
Routine review of Primary Business Location	Copy of Business Location Review form Copy of owner notification of review, if applicable
Follow-up monitoring Primary Business Location	Copy of Business Location Review form
Routine monitoring of Branch Business Location	Copy of Business Location Review form
Follow-up monitoring of Branch Business Location	Copy of Business Location Review form Copy of Monitoring Report
Routine monitoring by Telephone Contact	Copy of Phone/Web Monitoring Report
Routine monitoring of Website	Copy of Phone/Web Monitoring Report
Routine monitoring of Classroom Location	Copy of Monitoring Report
Extended review of Classroom Location (number of hours 1 to 6)	Copy of Monitoring Report
Subterfuge classroom	Copy of Monitoring Report
Classroom Use Verification	Classroom Use Verification Report

Prescribed forms needed	<ol style="list-style-type: none"> <li>1. Business Review</li> <li>2. Classroom Monitoring</li> <li>3. Phone/Web Monitoring</li> <li>4. Classroom Use Verification Report</li> </ol>
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2. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Notwithstanding the paragraphs above, the State shall notify the Contractor in writing if contract services are to be stopped or suspended due to Budget Act funding deficiencies. The Contractor shall be entitled to payment for contract services authorized and rendered prior to the State's notification.

3. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in the California Prompt Payment Act, Government Code, Division 3.6, Part 3, Chapter 4.5 (Section 927 et seq.).

4. Progress Payments

Progress payments may be allowed when work performed under this Agreement consists of the performance of separate and distinct tasks. Funds withheld for a particular task in the amount of ten (10) percent of each invoice may be paid upon completion of that task. Progress payments shall not be made more frequently than monthly in arrears.

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## Attachment 3 – Cost Sheet

	Estimated Volumes		Total Est.				
	FY11/12	FY12/13					
<u>Area 4</u>							
Routine Review of Primary Business Location	67	67	134	X	\$	=	\$
Follow-up Review of Primary Business Location	34	34	68	X	\$	=	\$
Routine Review of Branch Business Location	5	5	10	X	\$	=	\$
Follow-up Review of Branch Business Location	3	3	6	X	\$	=	\$
Routine Review of Business by Telephone Contact	67	67	134	X	\$	=	\$
Routine Review of Business Website	67	67	134	X	\$	=	\$
Routine Monitoring of Classroom Instruction	522	522	1,044	X	\$	=	\$
Extended Monitoring of Classroom Location (additional 6 hours)	52	52	104	X	\$	=	\$
Subterfuge Classroom Monitoring	61	61	122	X	\$	=	\$
Classroom Use Verification	4	4	8	X	\$	=	\$

Total Cost Area 4: \$

	Estimated Volumes		Total Est.				
	FY11/12	FY12/13					
<u>Area 5</u>							
Routine Review of Primary Business Location	193	193	386	X	\$ 59.87	=	\$ 23,109.82
Follow-up Review of Primary Business Location	97	97	194	X	\$ 59.87	=	\$ 11,614.78
Routine Review of Branch Business Location	10	10	20	X	\$ 59.87	=	\$ 1,197.40
Follow-up Review of Branch Business Location	5	5	10	X	\$ 59.87	=	\$ 598.70
Routine Review of Business by Telephone Contact	193	193	386	X	\$ 29.94	=	\$ 11,556.84
Routine Review of Business Website	193	193	386	X	\$ 89.91	=	\$ 34,705.26
Routine Monitoring of Classroom Instruction	1,126	1,126	2,252	X	\$ 119.74	=	\$ 269,654.48
Extended Monitoring of Classroom Location (additional 6 hours)	112	112	224	X	\$ 359.22	=	\$ 80,465.28
Subterfuge Classroom Monitoring	128	128	256	X	\$ 239.48	=	\$ 61,306.88
Classroom Use Verification	4	4	8	X	\$ 59.87	=	\$ 478.96

Total Cost Area 5: \$ 494,688.40

	Estimated Volumes		Total Est.				
	FY11/12	FY12/13					
<u>Area 6</u>							
Routine Review of Primary Business Location	102	102	204	X	\$	=	\$
Follow-up Review of Primary Business Location	51	51	102	X	\$	=	\$
Routine Review of Branch Business Location	10	10	20	X	\$	=	\$
Follow-up Review of Branch Business Location	5	5	10	X	\$	=	\$
Routine Review of Business by Telephone Contact	102	102	204	X	\$	=	\$
Routine Review of Business Website	102	102	204	X	\$	=	\$
Routine Monitoring of Classroom Instruction	1,180	1,180	2,360	X	\$	=	\$
Extended Monitoring of Classroom Location (additional 6 hours)	118	118	236	X	\$	=	\$
Subterfuge Classroom Monitoring	134	134	268	X	\$	=	\$
Classroom Use Verification	4	4	8	X	\$	=	\$

Total Cost Area 6: \$

COST PROPOSAL

ATTACHMENT 3  
Page 3 of 3

9-29-11

11-162  
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EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

1. Commencement of Work - After the award and execution of this Contract, should the Contractor fail to commence work within five (5) working days after written notification of the start date, or suspend work for a period of five (5) continuous work days after work has begun, and these delays are not a result of conditions listed in the "Force Majeure" clause contained in the exhibit, the DMV may place the Contractor in default, unless there is written notification from the DMV Project Manager to the Contractor stating otherwise.

Should this occur, the DMV may terminate the contract for breach and assess \$500.00 as liquidated damages for administrative costs for rebidding the project. The Contractor shall not be considered for contract award on any future DMV contracts if the Contractor has any outstanding liquidated damage assessments.

In addition, the Contractor shall be liable to the DMV for the difference between the Contractor's bid price and the actual cost of performing the work by another contractor.

2. Incorporation by Reference - The DMV solicitation as well as all required documents and quotations submitted by the Contractor pursuant to and prior to execution of this Contract are incorporated by reference and made a part of this Contract. In the event of a conflict between the contract language and the language of any document(s) so incorporated, the contract language will prevail.
3. Force Majeure - The Contractor will not be liable for damages caused solely by any act of war, hostilities, civil war, insurrection, or by an unanticipated grave natural disaster or other act of God of an exceptional, inevitable, and irresistible character which could not have been prevented or avoided by the exercise of due care or foresight. When a delay occurs due to any of these unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the time or times of completion of this Contract may be extended for a period justified by the effect of such delay on the completion of the work.
4. Contractor Name Change - The Contractor shall provide a written notice to the DMV at least thirty (30) calendar days prior to any changes to the Contractor's current legal name. Upon receipt of required documentation, an amendment will be processed in accordance with the terms of this Contract. Failure to provide notice could impact invoice payment.
5. Availability of Funds - This Contract is subject to any restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this Contract in any manner.
6. Termination - The DMV may terminate this Contract for any of the following reasons:
  - A. DMV may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination, the DMV may proceed with the work in any manner deemed proper by the DMV Project Manager. All costs to the DMV shall be deducted from any sum due the Contractor under this Contract, and the balance, if any, shall be paid to the Contractor upon demand.
  - B. The DMV reserves the right to terminate this Contract when such termination is in the best interest of the State. Such termination is subject to thirty (30) days written notice to the Contractor.

C. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the DMV, the extent to which performance of services under this Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the DMV Project Manager, the Contractor shall:

- (1) Stop work under this Contract on the date and to the extent specified in the notice of termination;

OR

- (2) Complete the work in process as directed by the DMV Project Manager.

7. State Holidays - The DMV observes the holidays identified at website: <http://www.dpa.ca.gov/personnel-policies/holidays.htm>. Offices will be closed if any holiday falls on or is observed on a weekday, unless otherwise stated.

In the event that furlough days are implemented, changed, or cancelled at any time throughout the term of this Agreement, the DMV will notify the Contractor in writing.

8. Right to Bar - The DMV reserves the right to bar any Contractor's employee from the work site.
9. Multiple Contractors - The DMV may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.
10. Subcontracting - The prime contractor, as well as any of their subcontractors, is required to be properly licensed for their scope of work performed under this Contract. No more than 50% of the oversight or curriculum review shall be subcontracted to a third party vendor. Additionally, there shall not be subcontracting to any subcontractors outside of the continental United States.

All persons engaged in work will be considered as employees of the prime contractor, including all subcontractors which must be approved by the DMV. The Contractor shall give personal attention to fulfillment of this Contract and shall keep the work under the Contractor's control. When any subcontractor fails to complete a portion of the work in a manner satisfactory to the DMV, the Contractor shall correct the defective work or materials at no additional expense to the DMV.

The DMV shall not entertain requests to arbitrate disputes among subcontractors or between the Contractor and subcontract(s) concerning responsibility of performing any part of the work. The prime Contractor is responsible for all work performed under this Contract.

11. Substitution of Subcontractors - The Contractor shall not substitute any subcontractor without prior written approval from the DMV Project Manager. The Contractor shall submit the names of each subcontractor to whom he/she proposes to subcontract out portions of the work.
12. Substitution of Contractor Personnel - The Contractor shall not substitute any Contractor personnel without prior written approval from the DMV Project Manager. Key support staff may not be removed from this Agreement within the first 120 days of the start of the Agreement, except in the case of an unforeseen emergency, such as serious injury, death, or terminal illness. If a substitution of the Contractor's Project Manager, Project Supervisor, or key support staff personnel is necessary, the Contractor shall notify the DMV Project Manager and submit a resume for the replacement personnel to the DMV Project Manager within five (5) business days of notification to the DMV. All proposed replacement personnel shall have the skills and experience that meet or exceed the skills of the personnel being replaced. The DMV Project Manager will approve or reject the replacement personnel before services continue to be rendered.



In the event the DMV Project Manager rejects the Contractor's proposed replacement, the Contractor shall continue to submit resumes to the DMV Project Manager until the DMV Project Manager approves such replacement. A failure to provide suitable replacement personnel, as determined solely by the DMV, shall constitute a breach of this Contract, and shall entitle the DMV, in its sole election, to pursue all of its available legal remedies. Any Contractor Project Manager, Project Supervisor or key support staff personnel changes during the term of this Agreement will require a written amendment to the Agreement prior to work authorization.

13. Contractor and Subcontractor Personnel Continuing Assignment - The DMV Project Manager reserves the right, in its sole discretion, to disapprove the continuing assignment of any contractor personnel or subcontractor provided to the DMV under this Agreement. If the DMV exercises this right, the Contractor must terminate the contractor personnel or subcontractor from the Agreement within three (3) days written notice by the DMV Project Manager, and shall provide qualified replacement personnel who meet the minimum requirements set forth in this Agreement within five (5) business days of the DMV exercising its rights in this paragraph. A failure to provide qualified replacement personnel as determined by the DMV within the specified period will constitute a breach of this Contract, and will entitle the DMV, in its sole election, to pursue all of its available legal remedies.
14. Rejection - Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with requirements of this Contract, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to the DMV Project Manager by the Contractor at no additional expense to the DMV. In the event the Contractor fails to take necessary steps to ensure future conformity with the requirements of this Contract, the DMV shall have the right to either (a) procure services required by the contract and charge to the Contractor and/or (b) terminate this Contract.
15. Jurisdiction and Venue - Any civil action that arises out of or relates to this Contract shall be brought in a court of competent jurisdiction of the State of California.
16. Dispute - Any dispute of fact arising under the terms of this Contract which is not resolved within a reasonable period of time as defined by the DMV Contract Administrator, shall be brought to the attention of the Chief Executive Officer (or designative representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Contract.

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EXHIBIT E

**ADDITIONAL PROVISIONS**

1. Insurance Requirements:

Commercial General Liability

Prior to approval of this Agreement, the Contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Commercial General Liability insurance presently in effect for the contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.

Automobile Liability

By signing this Contract, the Contractor certifies that the Contractor and any of their employees or subcontractors using a vehicle in the performance of work under this Contract possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The DMV reserves the right to request proof at any time. The certificate of insurance should not include a specific contract number.

Professional Liability - Prior to approval of this Agreement, the Contractor shall furnish to the DMV, a certificate of insurance stating that there is Professional Liability insurance presently in effect for the Contractor and any subcontractors of not less than \$1,000,000.00 per occurrence for any errors and omissions caused by negligence in the performance of duties under this Contract. By signing this contract, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Contract has knowledge of the Contractor's and any subcontractor's extension of services to the DMV. The certificate of insurance should not include a specific contract number.

Worker's Compensation

Prior to approval of this agreement, the Contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Worker's Compensation insurance presently in effect if the Contractor has employees. If the Contractor uses employees to perform services under this contract, the Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the Contractor must contact the Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the Contractor and submitted to the DMV prior to final approval of the Agreement.

**The certificate(s) should not include a specific contract number.**

The Contractor's Commercial General Liability certificate(s) of insurance will include the following provisions (A and B) in their entirety:

- A. That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- B. That the State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

The State will not be responsible for any premiums or assessment on the policy. Contractor agrees that the insurance provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall

be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Contractor shall submit the certificate of insurance to the State at the address below:

Department of Motor Vehicles  
Contract Services Section  
Attention: Cindy Huynh  
2415 First Avenue, MS: E112  
Sacramento, CA 95818

To expedite, fax certificate to the attention of the analyst indicated above at (916) 657-2387.

2. Standards of Conduct - The Contractor shall be responsible for maintaining a satisfactory standard of employee competency, appearance, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.
3. Contractor's Performance Evaluation - In accordance with the provisions of Public Contract Code Sections 10367 and 10369 the Contractor's performance under this Contract will be evaluated. The evaluation will be prepared within sixty (60) days after completion of this Contract. The DMV will prepare the evaluation on Contract/Contractor Evaluation, STD 4. If the performance was unsatisfactory, a copy of the completed contract evaluation will be sent to the Department of General Services, Office of Legal Services. DMV will notify and send a copy of the completed evaluation to the Contractor who shall then have thirty (30) days in which to prepare and send statements to DGS and the DMV defending the firm's performance under this Contract. The evaluation and Contractor response shall not be public record.
4. Resumes - The Contractor shall provide the DMV with resumes for the Project Manager, Project Supervisor, and Key Support Staff who will exercise the major administrative role or major policy or consultant role in the performance of this Agreement.
5. Follow-on Agreements - No person, firm, or subsidiary that has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Persons, firms, or subsidiaries who subcontract for no more than ten percent (10%) of the total amount of the original consulting contract are exempt from compliance with this provision. These restrictions shall not apply to any person, firm, or subsidiary that is awarded a subcontract of a consulting services contract that amounts to more than ten percent (10%) of the total monetary value of the consulting services contract. Therefore, any consultant that contracts with the DMV to develop a feasibility study or provide formal recommendations for the acquisition of electronic data processing products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.
6. Information Access Security and Clearance - The Contractor will not capture or retain any information acquired under the provision of this Contract for any purpose other than those of this Contract. The DMV will send the Information Security and Disclosure Statement (Firm) to the awarded Contractor. The Contractor will require its employees performing duties under this Contract to sign the Information Security and Disclosure Statement Public/Private Partnerships (Employee). The Contractor will keep the EMPLOYEE'S' statements current as new personnel are hired. The Contractor will store the statements at a secure location and inform the DMV of this location and of any change in the location. The Contractor's employees will renew their statements annually.

The DMV will provide the Contractor with a copy of its information security incident guide, "Handling and Reporting Information Security Incidents", DMV 145. The Contractor will become familiar with the procedures for recognizing and reporting an information security incident as it applies to work performed under this Contract. The Contractor will make the guide available to the firm's employees and inform them that they should become familiar with the procedures for recognizing and reporting an information security incident as it applies to their work for the DMV under this Contract. The Contractor will report incidents to the DMV Project Manager.

7. Security Clearance - The DMV may perform a background check and security clearance on contracted employees working under this Contract. For this reason, the employee's name must be entered on the Information Access Security and Disclosure Statement (Employee). These records will remain in the company file and their confidentiality will be ensured by the Contractor. Based on this background check and security clearance, at the DMV's discretion, any potential employee who is considered a security risk may not under any circumstances participate in this Contract. The Contractor will ensure that such employees will have no contact (physical, visual, or electronic) with DMV equipment, data, documents, or information.

If the DMV Project Manager receives an unsuitable report on any employee after processing security clearance, or if it is found a prospective employee is unsuitable or unfit for the Contractor's assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under this Contract. The DMV shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for employees. The DMV may, as it deems appropriate, authorize and grant temporary clearance to the employees of the Contractor. However, the granting of temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result of the condition, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the DMV.

8. Liability and Penalties - The Contractor's liability shall begin upon receipt of the curriculums. In the event the Contractor loses a curriculum, Contractor shall be assessed a penalty of \$10 for each lost curriculum that the DMV has to provide to the Contractor. The penalty amount will be deducted from the Contractor's monthly invoice.
9. Travel and Per Diem - DMV will not reimburse the Contractor for travel expenses and per diem costs.
10. Consultant Report - Contractor shall include in any document or written report prepared in whole or in part by it under the terms of this Agreement, the Agreement number and the dollar amount of each contract and each subcontract relating to the preparation of the document or written report (GC 7550).
11. Consultant Contractor's Rights and Obligations - The Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.
12. Ownership of Intellectual Property - All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Agreement shall become the sole property of the DMV. Upon request, Contractor shall provide an acknowledgement or assignment in a tangible form satisfactory to the DMV to evidence the DMV's sole ownership of specifically identified intellectual property created or developed in the performance of the Agreement is restricted to include only the data supplied by the California DMV, and the analyses, reports, papers, and documents produced for the California DMV.

**EXHIBIT F**

**Traffic Violator School (TVS) Area Breakdown**

<b>Location</b>	<b>CA County Code</b>	<b>County</b>	<b>Classroom</b>	<b>Business Office</b>
Area #5	19	Los Angeles	625	160

**NOTE: The number of the locations estimated only and the DMV does not guarantee a minimum or maximum.**

EXHIBIT G

RESUMES

**Maria Milian**

[maria.milian@lacdc.org](mailto:maria.milian@lacdc.org)

Resumes for TVSM Staff - RFP 11-162 (Area 5)

**WORK EXPERIENCE**

***TVSM Inspector - Traffic Violator School Monitoring Program (TVSM)***

***Community Development Commission of the County of Los Angeles, July 2005 – Present***

***(6 Years, 1 month)***

- Responsible for reviewing Internet and home study traffic school applications and curriculums within Los Angeles County. Responsible for ensuring each approved traffic school is in compliance with TVSM and Los Angeles Superior Court Home Study Program Policies and Procedures, and when applicable, California Code of Regulations and the Vehicle Code.
- Responsible for preparing notification to curriculum owners of incomplete documentation or inaccurate curriculum information.
- Responsible for reviewing all Internet and home study traffic school monitoring agreements and supporting documentation (i.e. bond, licensing, etc.) submitted with agreement to ensure it is accurate and valid.
- Responsible for conducting inspections of approved Internet and home study traffic school server site locations; within California, to ensure each site meets the requirements detailed in The Los Angeles Superior Court Home Study Program Policies and Procedures.
- Responsible for conducting "subterfuge" online monitoring reviews of approved Internet and home study courses within Los Angeles County to ensure compliance with TVSM and Los Angeles Superior Court Home Study Program Policies and Procedures, and when applicable, California Code of Regulations and the Vehicle Code.
- Responsible for preparing reports for online monitoring findings and requesting corrections from noncompliant schools, when necessary.
- Responsible for conducting "subterfuge" telephone monitoring of Internet and home study traffic schools in order to ensure quality customer service and compliance with all applicable policies and procedures.
- Assists in investigating consumer complaints.
- Responsible for representing TVSM in Administrative Conferences with Internet and home study traffic school owners in order to address serious violations and issues of non-compliance in an effort to bring the school back into compliance.
- Responsible for generating quarterly and annual reports for the Internet and home study traffic school program.
- Responsible for ensuring the TVSM Database is functioning appropriately and training staff to operate new functions.
- Responsible for maintaining accurate records of each approved Internet and home study traffic school on the TVSM Database.

Resumes for TVSM Staff - RFP 11-162 (Area 5)

**WORK EXPERIENCE for MARIA MILIAN (CONT.)**

***Program Coordinator – Community Development Foundation (CDF)***

***Community Development Commission of the County of Los Angeles, February 2003 – July 2005***

***(2 Years, 5 months)***

- Developed programs that engaged teens in the community and promoted healthier lifestyle choices.
- Coordinated and facilitated all activities including transportation, facilities, and participation.
- Implemented and scheduled educational programs for teens and community.
- Maintained and organized files of documents, correspondence, publicity, and events.

***Helpdesk Operator – Management Information Systems (MIS)***

***Community Development Commission of the County of Los Angeles, April 2000 – October 2003***

***(2 Years, 6 months)***

- Provided technical assistance by phone or email to commission staff.
- Opened work orders in Track-It and forwarded them to the appropriate staff for processing.
- Generated month end reports from Track-It detailing the status of all work orders.
- Maintained accurate inventory of all hardware and software.
- Maintained a technical library and ensured it was accessible to staff.

**EDUCATION AND TRAINING**

- B.S. Business Administration – Information Technology, California State University Los Angeles, 2005
- PC 832 Training Certificate, Rio Hondo College, 2006

**Sandra Yanez**sandra.yanez@lacdc.org**WORK EXPERIENCE*****Inspector – Traffic Violator School Monitoring Program (TVSM)******Community Development Commission of the County of Los Angeles, November 2005 – Present******(5 years, 9 months)***

- Responsible for conducting annual business records reviews to ensure that traditional traffic violator schools operate in compliance with California Code of Regulations, California Vehicle Code and the Traffic Violator School Monitoring Program Policies and Procedures.
- Responsible for investigating consumer complaints and preparing detailed reports upon completion.
- Responsible for conducting interior/exterior inspections of traditional traffic violator school classroom locations.
- Responsible for conducting unannounced inspections to ensure that traffic violator schools are operating during posted business and court hours.
- Responsible for representing TVSM in Administrative Conferences with traffic school owners in order to address serious violations and issues of repeated incompliance in an effort to bring the school back into compliance.
- Communicates directly with the Los Angeles County Sheriff's Department's Fraud Unit assigned to traffic violator school fraud investigations.

***Case Manager –Family Self-Sufficiency Program******Housing Authority of the County of Los Angeles's (HACoLA), February 2003 – November 2005******(2 years, 9 months)***

- Conducted program monitoring to ensure that program participants were in compliance with contract rules and regulations.
- Assisted the Program Analyst in the preparation of fraud cases.
- Represented HACoLA during fraud case hearings.

**EDUCATION AND TRAINING**

- Bachelor of Science, Criminal Justice, California State University, Los Angeles, 2005
- Associates of Arts, Liberal Studies, East Los Angeles College, 2002
- PC 832 Training Certificate, Rio Hondo College, 2006



## Resumes for TVSM Staff - RFP 11-162 (Area 5)

**David Young**david.young@lacdc.org**WORK EXPERIENCE*****Monitoring Supervisor-Traffic Violator School Monitoring Program (TVSM)******Community Development Commission of the County of Los Angeles, September 2000-Present******(10 years, 11 months)***

- Responsible for supervising and preparing work schedules for TVSM Classroom Monitor staff; Reviews and processes reports produced by TVSM Classroom Monitor Staff.
- Provides training and technical guidance in all aspects of investigation, surveillance, monitoring, auditing, and inspection to all TVSM Classroom Monitors, TVSM Inspectors and TVSM Supervisors.
- Conducts investigations, monitorings, and business records reviews of traffic violator schools in Los Angeles County to ensure that the traffic violator school compliance to all applicable codes and regulations (i.e. California Vehicle Code, California Penal Code, California Codes of Regulations) and the Los Angeles Superior Court's Traffic Violator School Program policies and procedures.
- Conducts business records reviews, classroom monitoring, site inspections, and investigations pursuant to the TVSM Fraud Prevention Cooperative Program with the Los Angeles Sheriff's Department's Fraud Unit.
- Prepares reports, correspondences, and documents to the business owners, the courts, and the DMV.
- Has provided court and DMV administrative hearing testimony pursuant to fraud investigations.
- Provides technical support to TVSM home study traffic school monitoring workgroup.
- Assists in the development of computer applications, database functions and electronic forms utilized by the TVSM program.
- Developed class monitoring, business review, investigation, and inspector training methodology.
- Assisted in evaluation of the home study applications and courses at the inception of the home study traffic school program in 2004.
- Provided training to TVSM's first home study traffic school monitors and inspectors.
- Provided assistance in the development of the HSTS policies and procedures in 2004.

(Continued on the next page)

**WORK EXPERIENCE for DAVID YOUNG (CONT.)**

***Labor Compliance Inspector/Trainer-Specialized Technology Resource***  
***California Safety & Compliance Corporation, April 1998-September 2000***  
***(2 years, 5 months)***

- Conducted safety inspections and audits on companies to ensure compliance with labor laws, Cal OSHA laws, and human rights compliance; Conducted audits and inspections of companies from a wide range of industries, including textile production, dye & laundry, print screening & design, pottery production, watch making, carpet manufacturing, food production, handbag, shoes, toys, balloon, hosiery, plastic accessory, and restaurants.
- Trained labor compliance inspectors.
- Conducted payroll audits, time records audits, employee interviews, licensure reviews, business policy and procedure reviews, human rights regulation, workplace health and safety inspections, and investigations of child labor violations.
- Conducted audits in Hong Kong, Macau, China, India, Canada, and Mexico & conducted domestic audits in fifteen different States.
- Prepared detailed audit findings and reported findings to clients.

***Police Officer***  
***Los Angeles Police Department, November 1996-December 1997***  
***(1 year, 1 month)***

- Performed all aspects of law enforcement duties as a regular patrol officer.
- Conducted full investigations on the following matters: theft, burglary, robbery, assault with a deadly weapon, restraining orders, domestic violence, neighbors' disputes, child abuse & endangerment, rape, kidnapping, death, vehicle violations, stolen vehicles, accident scenes, citing traffic violators, gangs, drugs, murder, building searches, etc.
- Provided martial arts and self-defense training to other officers.

**EDUCATION AND TRAINING**

- B.S. Criminal Justice, California State University, Los Angeles, 1993-1996
- A.A. Administration of Justice, Pasadena City College, 1991-1993
- Code Enforcement Course Certification, Rio Hondo College, 2004-2005
- Police Officer Standard Training (POST) Certificate, Los Angeles Police Academy, 1996
- POST-Certified PC 832 Training, Rio Hondo College, 2002
- Real Estate Broker Course Completion Certificate, Golden Hyde Real Estate Center, 2008

**Jose Pilpa**[jose.pilpa@lacdc.org](mailto:jose.pilpa@lacdc.org)**WORK EXPERIENCE*****Analyst II - Traffic Violator School Monitoring Program (TVSM)******Community Development Commission of the County of Los Angeles, February 2004 – Present******(7 Years, 6 months)***

- Responsible for tracking and analysis of legislation and proposed state regulation as it concerns TVSM and/or the traffic school industry; Responsible for making departmental and organizational recommendations in response to impacting legislation and/or proposed regulation; Assists in the coordination of legislative advocacy; Responsible for developing supplemental program information, statistical information and/or bill amendment language, when needed; Participates in policy-making workgroups and conferences with the Department of Motor Vehicles, the Superior Court and stakeholders in the traffic school industry.
- Assists the Los Angeles Superior Court in the development of the Court's Home Study Traffic School Program Policies and Procedures; Responsible for coordinating periodic reviews of the Home Study Traffic School Program Policies and Procedures, and drafting updated policies and procedures, along with supporting documentation and forms, as needed.
- From 2004-2005, conducted application and course review pursuant to the Court's Home Study Traffic School Program to ensure applicant compliance to all pertinent codes and regulations (i.e. California Vehicle Code, California Code of Regulations), as well as the Court's Home Study Traffic School Program Policies and Procedures; Served as the lead staff in home study traffic school application and course evaluation in managing application processing workload to ensure completion of evaluations in a timely manner.
- Assists the Los Angeles Superior Court and TVSM staff in the development of the Traffic Violator School Monitoring Policies and Procedures for classroom-based traffic violator schools; Responsible for assisting TVSM Supervisors and TVSM Program Director in coordinating periodic reviews of the Traffic Violator School Monitoring Policies and Procedures for classroom-based traffic violator schools, and drafting updated policies and procedures, along with supporting documentation and forms, as needed.
- Assists TVSM Management with the preparation of the TVSM Annual Budget Report; Assists TVSM Management in establishing annual program objectives.
- Responsible for periodic review and updating contract and agreement forms utilized by the Traffic Violator School Monitoring Program to ensure compliance with County policies and procedures.
- Responsible for preparing and developing TVSM annual reports for the Los Angeles Superior Court, Community Development Commission Executive Management and Los Angeles County officials; Responsible for preparing and developing special reports, as needed.

(Continued on the next page)

**WORK EXPERIENCE for JOSE PILPA (CONT.)**

- Responsible for developing public information and marketing materials on behalf of TVSM (i.e. website articles, promotional slides, pamphlets, brochure material); Acts as the TVSM liaison for governmental partners, outside organizations and the public to introduce and promote TVSM programs; Responsible for preparing awards submissions on behalf of TVSM, when requested; Serves as the TVSM representative on the Community Development Commission's Communications and Marketing Committee.
- Coordinates and develops Requests for Information (RFIs) and Requests for Proposal (RFPs) for procurement, as needed; Assists TVSM staff with procurement process.
- Assists TVSM Program Director in the preparation of the annual report on TVSM's business technology needs and realignment of TVSM's overall business automation plan.

***Intern – Financial Management Division******Community Development Commission of the County of Los Angeles, August 2000 - February 2004******(3 Years, 6 Months)***

- Was responsible for tracking legislative, policy matters and housing industry news as it concerns the Community Development Commission's various housing and redevelopment programs.
- Assisted Division Management and Internal Control with special projects relating to financial auditing and regulation compliance.
- Assisted Division Management and Human Resources with personnel-sensitive assignments.

**EDUCATION AND TRAINING**

- B.A. Politics (with Minor in Legal Studies), University of California at Santa Cruz, 1996-2000

**Frank F. Medina**

frank.medina@laccdc.org

**WORK EXPERIENCE*****Program Director – Traffic Violator School Monitoring Program (TVSM)***

***Community Development Commission of the County of Los Angeles, April 2002 to present,  
(9 years 4 months)***

- Oversees the monitoring, auditing and investigation of all traffic violator schools and home study traffic schools by setting goals and standards annually with supervisors.
- Responsible for establishing and recommending goals for program compliance performance to the Executive Office and the Court.
- Formulates operating and program budgets to make sure that current revenue will fund the program.
- Assists in the resolution of difficult and complex program and policy issues.
- Handles all day-to-day human resources functions for the TVSM unit.
- Responsible for the planning and presentation of budget and special program reports to the Executive Office, Board of Supervisors and the Court.
- Responsible for ensuring that the division has adequate administrative support and monitoring staff to carry out all functions necessary to operate.
- Serves as a liaison for the Los Angeles Superior Court, Board of Supervisors, Los Angeles County Sheriff's Department and the Department of Motor Vehicles.
- Facilitates and conducts Administrative hearings with traffic violator school personnel to discuss issues of serious and/or ongoing code violations.

***Principal Partner - Eagle Consultant Services (ECS) Los Angeles, July 1998 to present***

***( 13 years 1 month)***

- Experience addressing business development and organizational development and implementation.
- Expertise in contract management and auditing, labor and contract compliance, government affairs, and diversity training.
- Projects he has managed include developing the small business outreach efforts and procedures for the Metropolitan Council/Metro Transit St. Paul, Minnesota
- Executing the Southern California Hispanic Community Outreach efforts of the California High Speed Rail Authority
- Associate on a research project for the Transportation Research Board under the Transit Cooperative Research Program and published article "Managing Transit's Workforce in the New Millennium".
- Conducted sexual harassment and diversity trainings for organizations such as the Chicana Service Action Center and the Latin Business Association.

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**WORK EXPERIENCE for FRANK MEDINA (CONT.)*****Director of Interagency Programs******Los Angeles Metropolitan Transit Authority (MTA) April 1991-June 1998******(7 years 2 months)***

- Established and managed reciprocity agreements with numerous transportation agencies.
- Supervised the MTA's Transportation Business Advisory Council, comprised of representatives of the city's various minority business associations.
- Worked with both small businesses and multi-million dollar conglomerates to establish subcontracting opportunities and mentoring programs.
- Supervised the agency's small business certification program and contract compliance unit which monitored the contractors on issues of labor compliance.

***Director of Emergency Services and Training for Central East District, Los Angeles Chapter******American Red Cross, May 1982-November 1990******(8 years 6 months)***

- Directed the emergency centers during the '89 Loma Prieta Earthquake in Northern California, the '86 floods in Oklahoma, and the '86 Los Angeles earthquake.
- Established evacuation centers to help victims with various services to help them get back on their feet.
- Supervised nurses, engineers, local law enforcement, local fire departments, social services and a cadre of 100 plus volunteers to work in the evacuation centers.
- Organized charitable giving to American Red Cross and United Way throughout the year.

**EDUCATION AND TRAINING**

- Bachelor of Arts Degree from California State University, Los Angeles (1973)
- Master of Public Administration from the University of Southern California (1975)

**AFFILIATIONS**

- Board Member, United States Selective Service System (Since June 2004)
- Member of the American Society for Public Administration (Since October 2004)

**CCC-307**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>Community Development Commission Of the County of Los Angeles</b>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,



or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))